

such rates or charges on a retroactive basis; including the right to seek a surcharge before the applicable regulatory authority.

29.4 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in Section 29.3) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

29.5 Proxy Rates. In the event the initial rates under this Agreement are "proxy rates" established by the FCC or the Commission, the Parties are to substitute rates later established by the FCC or Commission under procedures consistent with the Act and any Order of the FCC or Commission.

ARTICLE XXX MISCELLANEOUS

30.1 Authorization.

30.1.1 Ameritech Services, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Ameritech Information Industry Services, a division of Ameritech Services, Inc., has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of and as agent for Ameritech Michigan.

30.1.2 AT&T is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. AT&T represents and warrants to Ameritech that it has been certified as an LEC by the Commission and is authorized to provide in the State of Michigan the services it has contracted to provide herein.

30.2 Designation of Affiliate. Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself or may cause its Affiliates to take some or all of such actions to fulfill such obligations. Upon such designation, the Affiliate shall become a primary obligor hereunder with respect to the delegated matter, but such designation shall not relieve the designating Party of its obligations as primary obligor hereunder. Any Party which elects to perform its obligations through an Affiliate shall cause its Affiliate to take all action necessary for the performance hereunder of such Party's obligations. Each Party represents and

**FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This First Amendment (the "Amendment") to Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the ____ day of January, 1997 (the "Effective Date"), by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc., a Delaware corporation with offices at 350 N. Orleans, Third Floor, Chicago, Illinois 60654, on behalf of Ameritech Michigan ("Ameritech") and AT&T Communications of Michigan, Inc., a Michigan corporation with offices at 227 West Monroe Street, 13th Floor, Chicago, Illinois 60606 ("AT&T").

WHEREAS, Ameritech and AT&T are parties to that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of January 15, 1997 (the "Interconnection Agreement") which sets forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and provide other services as required by the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and the Michigan Telecommunications Act.

WHEREAS, the Parties have agreed that the Interconnection Agreement be amended to provide for certain terms and conditions and have entered into this Amendment to set forth such terms and conditions.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T and Ameritech hereby agree as follows:

1.0 DEFINITIONS.

Unless otherwise defined herein, capitalized terms shall have the meaning assigned to such terms in the Interconnection Agreement.

2.0 AMENDMENTS TO INTERCONNECTION AGREEMENT

On and from the Effective Date, the Interconnection Agreement is hereby amended as follows:

The Pricing Schedule is hereby amended in its entirety to read as set forth on Attachment A hereto.

3.0 MISCELLANEOUS.

3.1 The Interconnection Agreement, as amended hereby, shall remain in full force and effect and each of the Parties hereby ratifies and confirms its respective representations, warranties, covenants and agreements contained in and under the Interconnection Agreement. Any and all notices, requests, orders, certificates, documents and other instruments executed and delivered concurrently with or after the execution and delivery of this Amendment may refer to the "Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996" or may identify such Interconnection Agreement in any other respect without making specific reference to this Amendment, but nevertheless all such references shall be deemed to include this Amendment unless the context shall otherwise require.

3.2 This Amendment shall be deemed to be a contract made under and governed by the domestic laws of the State of Michigan, without reference to conflict of law provisions.

3.3 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of this ____ day of January, 1997.

**AT&T COMMUNICATIONS
OF MICHIGAN, INC.**

**AMERITECH INFORMATION INDUSTRY
SERVICES, A DIVISION OF AMERITECH
SERVICES, INC., ON BEHALF OF
AMERITECH MICHIGAN**

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

Attachment A

PRICING SCHEDULE - MICHIGAN - PRE-JANUARY 1, 1997 PRICING ¹

This Pricing Schedule - Michigan - Pre-January 1, 1997 Pricing shall only be operative and effective on and from the Effective Date until December 31, 1996. On and after January 1, 1997, this Pricing Schedule - Michigan - Pre-January 1, 1997 Pricing shall cease to be of any force and effect and the terms of the Pricing Schedule - Michigan shall apply thereafter during the term of this Agreement.

I. Reciprocal Compensation

If the number of minutes of Local Traffic terminated by either Party on the other Party's network is greater than five percent (5%), plus or minus, of the number of minutes of Local Traffic terminated by the other Party, the Parties shall compensate each other for the transport and termination of Local Traffic at the rate of \$0.015 per minute of use.

II. BLV/BLVI Traffic

Rate = \$0.90 per Busy Line Verification
\$1.10 per Busy Line Verification Interrupt
(in addition to \$0.90 for Busy Line Verification)

III. Transiting

Rate = \$0.002 per minute

IV. Unbundled Network Elements

A. Unbundled Loop Rates

1. Loops - Business - two wire

Rate= \$8.00 per month plus \$0.21 cross-connection charge per Loop

Loops - Business - four wire

Rate= \$16.00 per month plus \$0.42 cross-connection charge per Loop

2. Loops - Residential - two wire

Rate= \$11.00 per month plus \$0.21 cross-connection charge per Loop

¹ These rates, terms and conditions shall apply unless altered by the Commission prior to December 31, 1996. If such action occurs, the resulting rates, terms and conditions shall apply until December 31, 1996.

Loops - Residential - four wire

Rate= \$22.00 per month plus \$0.42 cross-connection charge per Loop

B. Non-Recurring Charges

1. Unbundled Loops

Not applicable pre January 1, 1997.

2. Number Portability²

Not applicable pre January 1, 1997.

C. Additional Loop Conditioning Charges³

Loop Type	Additional Charges per Loop
Electronic Key Line	Rates based on cost
ISDN	\$22.50 per month per Loop
HDSL 2W	Rates based on cost
HDSL 4W	Rates based on cost
ADSL 2W	Rates based on cost

V. Interim Telecommunications Number Portability

See Section 13.8.

² See Section 13.8.

³ The Additional Loop Conditioning Charges are only applicable if the distance requested on an ordered Loop exceeds such Loop's corresponding transmission characteristics as set forth in Section 9.2.1.

PRICING SCHEDULE -- MICHIGAN¹

ITEM I -- 9-1-1 Service

See Exhibit PS-I

ITEM II -- Reciprocal Compensation

A.	End Office Local Termination	\$.003637 per minute
B.	Tandem Switching	\$.000744 per minute
C.	Tandem Transport Termination	\$.000236 per minute
D.	Tandem Transport Facility Mileage	\$.000006 per minute/mile

ITEM III -- Information Services Traffic

Information Services Billing and Collection: \$ TBD² per message

ITEM IV -- BLV/BLVI Traffic

A.	Busy Line Verification (BLV):	\$.47 per use
B.	Busy Line Verification Interrupt (BLVI): (in addition to BLV charge)	\$.58 per use

¹ As per Section 29.5, the rates set forth in this Agreement as of the Effective Date are interim rates that have been established by the Commission and/or agreed upon by the Parties. These interim rates shall be superseded by those rates established by the Commission in Case No. 11280.

² Throughout this Pricing Schedule, "TBD" means "to be determined."

ITEM V -- Unbundled Network Elements

A. Unbundled Loop Rates

1. Recurring Rates

	Monthly Rates Access Area ^{3/}		
	<u>A</u>	<u>B</u>	<u>C</u>
2-Wire Analog			
Basic (Business or Residence)	\$9.31	\$11.84	\$14.67
Ground Start	\$10.12	\$13.13	\$15.79
Electronic Key Line	\$14.63	\$20.40	\$22.10
4-Wire Analog	\$22.33	\$29.91	\$34.70
Digital			
ISDN	\$11.18	\$14.84	\$17.26
4-wire 64 Kbps*	\$54.23	\$54.20	\$54.06
4-wire 1.544 mbps*	\$101.92	\$77.19	\$69.79
Cross Connect Charge*			
(additional, per cross connect):			
2-wire	\$0.15		
4-wire	\$.30		
6-wire	\$.45		
8-wire	\$.60		
DS1	\$.42		
DS3	\$.76		
Service Coordination Charge	\$0.74		

^{3/} "Access Area" is as defined in Ameritech's applicable tariffs for business and residential Exchange Line Services.

* The rate(s) for the product(s), service(s) or element(s) is an interim rate(s) established consistent with the methodology approved by the Commission in Docket No. U-11156. This rate(s) shall be superseded by the rate(s) approved by the Commission in Docket No. U-11280. If Ameritech files with the Commission for approval in Docket No. U-11280 a lower rate(s) for such product(s), service(s) or element(s), such lower rate(s) shall be substituted for the rate(s) set forth herein as the effective interim rate at the time of such filing. To the extent that the Commission does not establish a rate(s) for the applicable product(s), service(s) or element(s) in Docket No. U-11280, such interim rate(s) shall be invalidated as of the date of the Commission's Order in Docket No. U-11280 and the effective rate(s) shall be as mutually agreed upon by the Parties. Agreement to this interim rate(s) does not prejudice either party's right to (i) advocate a different rate(s) for such product(s), service(s) or element(s) in Docket No. 11280; or (ii) contest the validity of such product(s), service(s) or element(s) in Docket No. U-11280.

2. Non-Recurring Rates

Service Order--Establish/Change: (Business or Residence)	\$38.44 ^{4/}
Line Connection: (Business or Residence)	\$32.76 ^{5/}
Record Charge	\$8.35
Provisioning Charge	\$8.35

B. NID^{6/} No Charge

C. Switching

1. Unbundled Local Switching

	<u>Non-Recurring</u>	<u>Monthly</u>
A. Custom Routing		
- per new LCC, per switch	\$ 202.44	-
B. ULS Ports		
- Line Side Port without Vertical Features	TBD	\$0.54
- Basic Line Port, per port	\$47.30	\$2.12
- Ground Start Line Port, per port	\$47.30	\$2.57
- ISDN-Direct Port*, per port	\$47.30	28.96
per telephone number	-	.01
- DID Trunk Port*, per port	47.30	12.70
per telephone number	-	.01
add/rearrange each termination	21.47	-
- ISDN Prime Trunk Port* per port	564.31	138.28
per telephone number	-	.01
add/rearrange channels	21.47	-
- Digital Trunking Trunk Port, per port*	564.31	103.64

^{4/} The Service Order Charge is a per occasion charge applicable to any number of Loops ordered for the same location and same Customer account.

^{5/} The Line Connection Charge applies to each Loop.

^{6/} Access to Network Interface Device for Accessing Customer Premises Wiring (Inside Wire)

		<u>Non-Recurring</u>	<u>Monthly</u>
	- Custom Routing Port,* per port per individual trunk termination	671.49	107.31
	- Centrex Basic Line Port, per port*	47.30	10.02
	- Centrex ISDN Line Port, per port*	47.30	47.75
	- Centrex EKL Line Port, per port*	47.30	29.24
	- Centrex Attendant Console Line Port, per port*	94.60	94.44
C.	Centrex System Charges		
	- System Features, per common block*	-	320.25
	- Common Block establishment, each*	343.79	-
	- System features change or rearrangement, per feature, per occasion*	45.57	-
	- System feature activation, per feature, per occasion*	190.26	-
2.	Service Charges		
	Service Ordering Charges		
	- <u>Initial</u> Line port, per occasion	14.69	-
	Trunk port, per occasion*	294.86	-
	- <u>Subsequent</u> per occasion*	12.34	-
	- Record Order per occasion*	12.81	-
	Conversion Charge		
	- change from one type of line-port to another, per each changed*	43.46	-
	Ameritech Cross-Connection Service per carrier transport facility,*		
	-2 -Wire (Line port), each		\$0.15
	-DS1 (trunk port), (each individual trunk)		\$0.42
3.	Service Coordination Fee*	-	.74
	- per carrier bill, per switch.		
4.	Subsequent Training*		-
	- per Company person, per hour	58.98	
5.	Daily Usage Feed (per record)*	\$0.000696	-

	<u>Non-Recurring</u>	<u>Monthly</u>
6. ULS Usage		-
- Billing Development*	\$26,009.62	
		<u>Minute-of Use</u>
- Per minute of use or fraction thereafter		
- Initial Minute		\$.0054
- Each Additional Minute		\$.0017
Unbundled Tandem Switching		
Tandem Trunk (DS1)*	-	\$99.91
Unbundled Trunk Port Features*	-	18.36
Service Order Charge*	292.86	
Line Connect Charge per DS1*	566.26	
Subsequent Changes*	21.47	
		-
	<u>Per Minute</u>	
Usage Without Tandem Trunks	\$0.0006	
	<u>Monthly</u>	<u>Non-Recurring Charge</u>

D. Dedicated Interoffice Transmission Facilities

The rate, charge, or price for any Dedicated Interoffice Transmission Facilities product, service or element (including applicable Administration and Connection Charges) is, at AT&T's option, either (i) the rate, charge or price set forth below or (ii) the rate, charge or price set forth in F.C.C. Tariff No. 2, Section 7.

1. DSI Rates

a. Entrance Facility

- Per Point of Termination
Terminating Bit Rate 1.544
Mbps*

Zone 1	101.92
Zone 2	77.19
Zone 3	69.79

		<u>Monthly</u>	<u>Non-Recurring Charge</u>
b.	Interoffice Mileage Termination		
	- Per Point of Termination*		
	- 1.544 Mbps		
	Zone 1	\$13.28	
	Zone 2	13.28	
	Zone 3	13.28	
	Interoffice Mileage		
	- Per Mile*		
	- 1.544 Mbps		
	Zone 1	\$1.26	
	Zone 2	1.26	
	Zone 3	1.26	
c.	Optional Features and Functions		
	(i) Clear Channel Capability		
	- Per 1.544 Mbps Circuit Arranged*		
	Zone 1	None	\$313.16
	Zone 2	None	313.16
	Zone 3	None	313.16
	(ii) Interconnection Central Office Multiplexing		
	- DS1 to Voice/Base Rate/128.0, 256.0, 384.0 Kbps Transport*		
	Zone 1	\$302.78	
	Zone 2	302.78	
	Zone 3	302.78	
2.	DS3 Rates		
	a. Entrance Facility		
	- Per Point of Termination		
	DS3 with Electrical interface		
	- Per Termination*		

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
Zone 1	\$654.74	
Zone 2	739.13	
Zone 3	723.42	
b. Interoffice Mileage Termination		
- Per Point of Termination*		
Zone 1	\$131.39	
Zone 2	131.39	
Zone 3	131.39	
Interoffice Mileage		
- Per Mile*		
Zone 1	\$26.28	
Zone 2	26.28	
Zone 3	26.28	
c. Optional Features and Functions		
Interconnection - Central Office Multiplexing		
- Per Arrangement		
- DS3 to DS1*		
Zone 1	\$347.39	
Zone 2	347.39	
Zone 3	347.39	
3. OC-3 Rates		
a. Entrance Facility		
- Per Point of Termination Terminating Bit Rate 155.52 Mbps*		\$299.83
b. Interoffice Mileage Termination		
- Per Point of Mileage Termination 155.52 Mbps*		314.65
Interoffice Mileage		
- Per Mile 155.52 Mbps*		181.99

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
c. Optional Features and Functions		
(i) OC-3 Add/Drop Multiplexing		
- Per arrangement*	509.77	
(ii) Add/Drop Function		
- Per DS3 Add or Drop*	114.39	
- Per DS1 Add or Drop*	35.33	
(iii) 1+1 Protection		
- Per OC-3 Entrance Facility*	45.25	
(iv) 1+1 Protection with Cable Survivability		
- Per OC-3 Entrance Facility*	45.25	\$2,227.34
(v) 1+1 Protection with Route Survivability		
1) Per OC-3 Entrance Facility*		Apply Rates and Charges as (iii) above plus (2) below
2) Per Quarter Route Mile*	37.23	
(vi) Cross Connection of Service OC-3 to OC-3 Cross Connect*	83.59	
4. OC-12 Rates		
a. Entrance Facility		
- Per Point of Termination Terminating Bit Rate 622.08 Mbps*	\$484.36	
b. Interoffice Mileage Termination		
- Per Point of Mileage Termination 622.08 Mbps*	534.69	
Interoffice Mileage		
- Per Mile 622.08 Mbps*	330.98	

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
c. Optional Features and Functions		
(i) OC-12 Add/Drop Multiplexing		
- Per arrangement*	571.16	
(ii) Add/Drop Function		
- Per OC-3 Add or Drop*	\$159.35	
- Per DS3 Add or Drop*	34.56	
(iii) Cross-Connection of Services OC-12 to OC-12 Cross-Connect		
- Per Circuit*	440.61	
(iv) 1+1 Protection		
- Per OC-12 Entrance Facility*	\$223.83	
(v) 1+1 Protection with Cable Survivability		
- Per OC-12 Entrance Facility*	223.83	\$2,227.34
(vi) 1+1 Protection with Route Survivability		
1) Per OC-12 Entrance Facility*	Apply Rates and Charges as (iv) above plus (2) below	
2) Per Quarter Route Mile*	33.18	
5. OC-48 Rates		
a. Entrance Facility		
- Per Point of Termination Terminating Bit Rate 2488.32 Mbps*	2,028.17	
b. Interoffice Mileage Termination		
- Per Point of Mileage Termination 2488.32 Mbps*	1,237.03	
Interoffice Mileage		
- Per Mile 2488.32 Mbps*	232.21	

		<u>Monthly</u>	<u>Non-Recurring Charge</u>
c.	Optional Features and Functions		
	(i) OC-48 Add/Drop Multiplexing		
	- Per arrangement (not to exceed 12 DS3s or equivalent)*	664.22	
	(ii) Add/Drop Function		
	- Per OC-12 Add or Drop*	313.69	
	- Per OC-3 Add or Drop*	\$144.94	
	- Per DS3 Add or Drop*	51.91	
	(iii) Cross-Connection of Services OC-48 to OC-48 Cross-Connect		
	- Per Circuit*	974.09	
	(iv) 1+1 Protection		
	- Per OC-48 Entrance Facility*	843.25	
	(v) 1+1 Protection with Cable Survivability		
	- Per OC-48 Entrance Facility*	843.25	2,227.34
	(vi) 1+1 Protection with Route Survivability		
	1) Per OC-48 Entrance Facility Channel*	Apply Rates and Charges as d) above plus (2) below	
	2) Per Quarter Route Mile*	56.82	
6.	STS-I rates	TBD	

7. Installation and Rearrangement Charges for Interoffice Transmission Facilities

	Administration Charge, Per order*	Design and Central Office Connection Charge, Per Circuit*	Carrier Connection Charge Per Termination*
DS1 Service 1.544 Mbps			
Area A	\$297.44	470.80	429.57
Area B	297.44	470.80	429.57
Area C	297.44	470.80	429.57
DS3 Service 44.736 Mbps			
Area A	225.01	500.92	277.51
Area B	225.01	500.92	277.51
Area C	225.01	500.92	277.51
OC-3 Service 155.52	91.47	\$371.90	\$731.16
OC-12 Service 622.08 Mbps	91.47	371.90	731.16
OC-48 Service 2488.32 Mbps	91.47	371.90	731.16

E. Shared Interoffice Transmission Facilities

The rate, charge or price for any Shared Interoffice Transmission Facilities product, service or element (including applicable Administration and Connection Charges) is, at AT&T's option either (i) the rate, charge or price set forth herein for Dedicated Interoffice Transmission Facilities or (ii) in accordance with the Commission's Order in Cases Nos. U-11151 and U-11152, the rates, charges and prices set forth in Ameritech's toll access tariff filed with the F.C.C.

AT&T's position is that such toll access tariff is F.C.C. Tariff No. 2, Section 6.1.3 and 6.9.1.

Ameritech's position is that such toll access tariff is F.C.C. Tariff No. 2, Sections 7.5.9 and 7.5.10.

F. Transiting

The Transit Service Charge shall consist of the rates for (i) Tandem Switching, as set forth in Item V(C) of this Pricing Schedule, and (ii) the Applicable Shared Transport rate as set forth in Item V(E) of this Pricing Schedule.

G. Combinations of Network Elements^{2/}

	Rate/Month Access Area		
	A	B	C
Unbundled Element Platform	\$9.24	\$10.64	\$12.08
Loop Combination	\$8.60	\$10.00	\$11.44
Switching Combination #1	\$1.07	\$ 1.07	\$ 1.07

H. Signaling Networks and Call-Related Databases

1. Signaling Networks

The rate, charge or price for any Signaling Networks product, service or element is, at AT&T's option, either (i) the rate, charge or price set forth below or (ii) the rate, charge or price set forth in F.C.C. Tariff No. 2, Sections 6.9.1 and 6.9.2.

Signaling Link

M.P.S.C. 21 Section No. 8*

Port Termination	\$243.69	(monthly)*
Signaling Switching ISUP	\$.000109	per message*
Signal Transport ISUP	\$.000042	per message*
Signal Formulation ISUP	\$.000631	per message*
Signal Tandem Switching ISUP	\$.000187	per message*
Signal Switching TCAP	\$.000093	per message*
Signal Transport TCAP	\$.000028	per message*
Signal Formulation TCAP	\$.000377	per message*

Non-Recurring Costs

NRCs

Port Termination	\$	449.75*
Originating Point Code per service added or changed	\$	17.00*
Global Title Address Transfer per service added or changed	\$	9.14*

2. Call-Related Databases

The rate, charge and price for any Call Related Database service is, at AT&T's option, either (i) the rate, charge and price set forth below or (ii) the rate, charge and price set forth in FCC Tariff No. 2 Sections 6.9.1 (for LIDB Service) and 6.9.4 (for 800 Service).

Unbundled Local Switching Interconnection

^{2/} Combinations of Network Elements are as set forth on Schedule 9.3.4.

-800DB Call-Routing Query	\$0.002552*
---------------------------	-------------

-800DB Routing Options	\$0.000838*
------------------------	-------------

Local STP Interconnection

-800DB Carrier-ID-Only	\$0.001098*
------------------------	-------------

-800DB Routing Options	\$0.000165*
------------------------	-------------

Regional STP Interconnection

-800DB Carrier-ID-Only	\$0.001098*
------------------------	-------------

-800DB Routing Options	\$0.000165*
------------------------	-------------

Carrier-Provided Operator Services

Interconnection at local STP

-LIDB Validation	\$0.012497*
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-LIDB Transport	0.000063*
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-Out-of Region-Query	0.042416*
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Interconnection at regional STP

-LIDB Validation	0.012497*
------------------	-----------

-LIDB Transport	0.000012*
-----------------	-----------

Unbundled Operator Services

-LIDB Validation	\$0.012497*
------------------	-------------

-LIDB Transport	0.000735*
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-Out-of Region-Query	0.043089*
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3. Service Management Systems

Access to Databases - to the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

I. Operator Services and Directory Assistance

1. Operator Services

Manual Call Assistance Occurrences - rates will apply based on the total monthly volume and a LIDB charge will apply separately to all occurrences requiring billing validation.

\$0.302580 per occurrence*

Automated Call Assistance Occurrences - rates will apply based on the total monthly volume, and a LIDB charge will apply separately to all automated occurrences.

\$0.022820 per occurrence*

Branding per trunk group -- \$682.35 non-recurring charge*

2. Directory Assistance

The rate, charge or price for any Directory Assistance service is, at AT&T's option, either (i) the rate, charge or price set forth below or (ii) the rate, charge or price set forth in F.C.C. Tariff No. 2, Section 9.7.

Branding is a one time charge assessed, on a per trunk group basis, for the mechanized front-end branding of Directory Assistance calls.

Information Call Completion rates apply on a completed call basis. In addition to the charge for Information Call Completion, normal Directory Assistance charges, and applicable usage charges apply, if the call is completed on the Company's network. If a call is not completed, only the appropriate charge for Directory Assistance Service will apply.

Rates do not include custom routing, unbundled network elements, end office or tandem switching (where requested).

	<u>Price Per Call</u>	<u>Non Recurring Charge</u>
Information Call Completion, per completed call*	\$0.019050	
Branding, per trunk group ^{2/} *		\$682.35

<u>Description</u>	<u>Monthly Payment Term Payment Plans</u>			
	<u>1 Month</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>
Directory Assistance, Term Payment Plan, rate per call*	\$0.201890	\$0.201890	\$0.201890	\$0.201890

^{2/} When branding service is provided on a combined toll and assist Operator Service and Directory Assistance trunk group basis, as technically feasible, a single branding charge will apply. The telecommunications carrier is also responsible for the rates applicable to custom routing, transport and any other services or network elements it orders to deliver its traffic to the Company's switch on separate direct trunks.

The minimum period for the Term Payment Plan is one month, unless otherwise specified. The month-to-month price is subject to Company initiated changes.

3. Directory Assistance Facilities

Access to Databases - To the extent technically feasible, based on TELRIC costs, via the Bona Fide Request process.

J. Rates for Maintenance.

1. Trip Charge - TBD per trouble dispatch
2. Time Charge - TBD per quarter hour with a quarter hour minimum and quarter hour increments.

Item VI -- Wholesale Resale Services

A. See Schedule 10.1

B. "Warm" Transfer \$TBD

Item VII -- Collocation

The rate, charge or price for any Collocation product or service is, at AT&T's option, either (i) the rate, charge or price set forth in Exhibit PS-VII or (ii) the rate, charge or price set forth in F.C.C. Tariff No. 2, Section 16.5.

Item VIII -- Structure

See Exhibit PS-VIII

ITEM IX -- SERVICE PROVIDER NUMBER PORTABILITY

	<u>I.N.C.</u>	<u>Per Month</u>
A. SPNP-Remote		
Service Ordering Charge, per occasion ^{/1/}	\$38.44	
per number ported, including		
additional call paths (1-99)	\$19.75	\$2.86
per additional call path ^{/2/}	\$10.30	--
B. SPNP-Direct		
Service Ordering Charge, per occasion ^{/3/}	\$38.44	
Service Establishment Charge		
per SPNP-Direct trunk group,		
per switch	\$56.53	--
SPNP-Direct Channel Termination		
charges, per SPNP-Direct VG		
channel termination	\$34.56	\$18.16
per SPNP-Direct DS1		
channel termination	\$280.20	\$119.28
SPNP-Direct Number Charges,		
per number ported	\$ 3.23	\$.030

/1/ Line Connection charges apply

/2/ Service Ordering charges for additional call capacity for a ported number are not applicable if ordered coincident with its specific ported number. If ordered subsequent to SPNP-Remote Service or with an unrelated ported number, Service Ordering charges apply per occasion.

/3/ Service Coordination Fee Charges apply

	<u>USOC</u>	<u>L.N.C.^{6/}</u>	<u>Per Month^{2/}</u>
SPNP-Direct Transport Charges,^{/1/ /2/}			
per SPNP-Direct VG transport	UNMDT	\$0.00	\$0.00 ^{/3/}
per SPNP-Direct VG w/o transport ^{/5/}	UNMDC	^{/4/}	^{/4/}
per SPNP-Direct DS1 transport	UNMDF		
per SPNP-Direct DS1 w/o transport ^{/5/}	UNMD1	\$0.00	0.00
Subsequent additions, deletions or rearrangement of SPNP-Direct trunk terminations in addition to above charges			
per occasion	REAJD	27.99	0.00

/1/ Service ordering charges, as shown in Part 3, Section of this tariff apply.

/2/ Line connection charges, as shown in Part 3, Section 1 of this tariff, apply.

/3/ Rates for unbundled PBX ground start loops apply, as specified in Section 2 of this tariff.

/4/ SPNP Direct DS1 Transport is provisioned at the rates and charges for DS1 service as specified in Part 15, Section 3 of this tariff.

/5/ Where SPNP Direct is provisioned

^{2/} Rates suspended pending commission approval of a competitively neutral cost recovery mechanism.

EXHIBIT PS-I

RATE TABLE - MICHIGAN

E911 SERVICES PROVIDED:

Automatic Number Identification (ANI), Automatic Location Identification (ALI) and selective routing (SR), charge per 1000 Access Lines^{1/} serviced by the E911 Network: TBD per month and a nonrecurring charge of TBD.

The per 1000 Access Lines charge will include the following number of trunks per trunk group between the Ameritech Central Office and Ameritech Control Offices deemed sufficient to accommodate traffic:

Access Lines	Trunks provided at no additional charge
01-1,500 =	2 Trunks
1,501-7,500 =	3 Trunks
7,501-18,500 =	4 Trunks
18,501-33,500 =	5 Trunks

Should Exchange Carrier desire more trunks than those described above, Exchange Carrier shall acquire such additional trunks from Ameritech at rates, terms and conditions provided in Ameritech's tariffs.

Optional Manual Update: Update of the ALI/DMS data base from paper copies of service order activity furnished by Exchange Carrier, charge per updated record: TBD

Address and Routing File TBD per request per NPA^{2/}

E9-1-1 Control Office
Software Enhancement - TBD non-recurring charge per
Connection Charge E9-1-1 Control Office

SERVICES PROVIDED

A. Exchanges covered by Agreement:

Ameritech shall provide E911 Service described in Section 3.9 and Schedule 3.9 and selected by Requesting Carrier in the Exchange Area(s) in which both of the following conditions are met: (1)

^{1/} Or fraction thereof. The minimum charge will be based upon 100 Access Lines. Number of Access Lines applicable will include all lines contained within the ALI/DMS data base, including those that are outside of the Customer's geographical boundary jurisdiction, but within Requesting Carrier's exchange boundary and set for routing via the E911 network.

^{2/} This charge applies for entire NPA or fraction thereof.

Requesting Carrier is authorized to provide local exchange services in such Exchange Area(s), and (2) Ameritech is the 911 service provider in such Exchange Area(s).

B. Requesting Carrier Updates:

If Requesting Carrier elects to furnish daily updates to the Customer information contained within the Requesting Carrier database, Ameritech will provide Requesting Carrier with the proper address to which updates should be sent.

**COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION - MICHIGAN***

	<u>Non Recurring Charges</u>	<u>Monthly Recurring</u>
Order Charge/Per Order	\$217.41	--
Central Office Build Out		--
- per Initial 100 sq. ft		
Floor Space Request/C.O.	\$22,712.26	--
- per Add'l 100 sq. ft.		
Floor Space Request/C.O.	\$9,720.40	--
Cable Vault Splicing/ per Initial splice	\$159.32	--
Cable Vault Splicing/ per Subsequent splice	\$11.16	--
Splice Testing/ per Initial Splice Test	\$36.59	--
Splice Testing/ per Subsequent Splice Test	\$2.15	--
Cable Pulling from Manhole to Cable Vault/ per First foot	\$173.06	--
Cable Pulling from Manhole to Cable Vault/ per Add'l foot	\$0.86	--
Cable Pulling from Cable Vault to the transmission node/per First foot	\$64.58	--
Cable Pulling from Cable Vault to the transmission node/per add'l foot	\$0.65	--
Power Delivery/per Power Lead	\$1,326.78	--
Transmission Node Enclosure/ per initial 100 sq. feet	\$3,366.94	--
Transmission Node Enclosure/ per Add'l 100 sq. feet	\$1,329.70	--
Diverse Riser/per Floor Traversed	\$409.13	--